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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

November 12, 2014

17 November 12, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**RECOMMENDATION TO AUTHORIZE THE EXECUTION OF AMENDMENT NUMBER SIXTEEN
TO THE LOS ANGELES ELIGIBILITY, AUTOMATION DETERMINATION, EVALUATION AND
REPORTING SYSTEM INFORMATION TECHNOLOGY AGREEMENT WITH UNISYS
CORPORATION
(ALL DISTRICTS - 3 VOTES)**

SUBJECT

This is a joint recommendation by the Department of Public Social Services (DPSS) and the Chief Information Officer that the Board approve Amendment Number Sixteen to the Los Angeles Eligibility, Automation Determination, Evaluation and Reporting (LEADER) System Agreement (County Agreement Number 68587) to extend the term of the LEADER Agreement by two years and increase the Total Maximum Contract Sum by \$54,000,000 to provide continued services until the LEADER Replacement System (LRS) is fully implemented Countywide.

IT IS RECOMMENDED THAT THE BOARD:

Approve and instruct the Chairman to sign Amendment Number Sixteen (Attachment I) to County Agreement Number 68587 with Unisys Corporation (Unisys) which will:

- a. Extend the term of the Agreement for two consecutive one-year periods, commencing on May 1, 2015;
- b. Authorize the amount from \$125,875,906 to \$179,875,906 for the Second Extended Option Term and increase the aggregate Total Maximum Contract Sum for the Agreement from \$467,378,543 to \$521,378,543;

- c. Add provisions for Data Destruction, Disabled Veterans Business Enterprise Preference Program, and Transitional Job Opportunities Preference Program; and
- d. Update the name of Contractor's Vice President and General Manager.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The LEADER Agreement will expire on April 30, 2015. Extending the Agreement for two years will maintain uninterrupted service to California Work Opportunities and Responsibility to Kids (CalWORKs), Cash Assistance Program for Immigrants (CAPI), CalFresh, Medi-Cal, Foster Care Programs, Kinship Guardianship Assistance payment program (KIN-GAP), and Adoption Assistance Program (AAP) beneficiaries, while DPSS implements LRS.

Implementation of Strategic Plan Goals

These recommendations are consistent with the principles of the Countywide Strategic Plan, Goal 1: Operational Effectiveness: Maximize the effectiveness of processes, structure and operations to support timely delivery of customer-oriented and efficient public services.

FISCAL IMPACT/FINANCING

Amendment Number Sixteen increases the aggregate Total Maximum Contract Sum by \$54,000,000 from \$467,378,543 to \$521,378,543.

Cost for Fiscal Year (FY) 2014-15

The total estimated costs for the Second Extended Option Term in FY 2014-15 (May 2015 through June 2015) are \$4,500,000. These costs will be subvented by the State and Federal revenue in the estimated amount of 4,095,000. The net County cost (NCC) is estimated at \$405,000. Sufficient funding has been included in the Department's FY 2014-15 Adopted Budget.

Costs for FY 2015-16

The total estimated costs for the Second Extended Option Term in FY 2015-16 are \$27,000,000. These costs will be subvented by State and Federal revenue in the estimated amount of \$24,570,000. The NCC is estimated at \$2,430,000. Sufficient funding will be included in the Department's FY 2015-16 Budget Request.

Cost for FY 2016-17

The total estimated costs for the Second Extended Term in FY 2016-17 (July 2016 through April 2017) are \$22,500,000. These costs will be subvented by the State and Federal revenue in the estimated amount of \$20,475,000. The NCC is estimated at \$2,025,000. Sufficient funding will be included in the Department's FY 2016-17 Budget Request.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This Board Letter and associated Amendment were reviewed by the Chief Executive Office and

approved as to form by County Counsel. As with the existing LEADER System Agreement and its previous amendments and modification notices, outside counsel, Mitchell, Silberberg & Knupp LLP, reviewed and commented on the Board Letter and Amendment in accordance with the Board's policy regarding technology contracts.

All terms and conditions, including information technology provisions which are part of the current Agreement, will continue to apply to the Agreement following execution of the proposed Amendment Number Sixteen.

This is not a Prop A Contract and accordingly is exempt from the requirements of the Living Wage Ordinance.

State and Federal Approval

The funding approval for Amendment Number Sixteen has been received from the requisite State and Federal agencies.

CONTRACTING PROCESS

Unisys was selected via a competitive solicitation. On September 12, 1995, the Board awarded a seven years and six months contract (with the option for two additional years) to Unisys to provide an automated welfare system. Amendment Number Three and Amendment Number Four approved by the Board extended the seven years and six months contract term by two years to April 30, 2005, making the Initial Term of the LEADER Agreement nine years and six months. On March 15, 2005, the Board approved Amendment Number Ten to extend the contract term for the optional two years, from May 1, 2005 through April 30, 2007. Amendment Number Twelve, approved by the Board on January 30, 2007, extended the LEADER Agreement for four years through April 20, 2011, with four optional one-year extensions that could extend the LEADER Agreement through April 30, 2015.

On March 15, 2011, the Board approved the County's option to exercise the first two years of County's Second Extended Option Term, from May 1, 2011 to April 30, 2013, under the LEADER Agreement. On April 9, 2013, the Board approved the County's option to exercise the last two years of County's Second Extended Option Term, from May 1, 2013 to April 30, 2015, under the LEADER Agreement. The Agreement is scheduled to expire on April 30, 2015, and approval of this Amendment will extend the Agreement to April 30, 2017, to provide continued public assistance services until the LRS is fully implemented Countywide.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The execution of Amendment Number Sixteen will maintain uninterrupted services to California Work Opportunities and Responsibility to Kids (CalWORKs), Cash Assistance Program for Immigrants (CAPI), CalFresh, Medi-Cal, Foster Care Programs, Kinship Guardianship Assistance payment program (KIN-GAP), and Adoption Assistance Program (AAP) beneficiaries, while DPSS implements LRS Countywide. The Department will continue to work with the LEADER Stakeholder Committee to solicit feedback and provide status on LEADER systems issues and resolutions throughout the life of the Agreement and the LRS Implementation.

CONCLUSION

Upon the Board's approval, the Executive Officer, Board of Supervisors is requested to return three original signed copies of the Amendment and one adopted stamped Board Letter to the Director of DPSS.

Respectfully submitted,



SHERYL L. SPILLER
Director



RICHARD SANCHEZ
Chief Information Officer

SLS:MS:ph

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller
Deputy Chief Executive Officer

AMENDMENT NUMBER SIXTEEN

TO

INFORMATION TECHNOLOGY AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

UNISYS CORPORATION

FOR A LOS ANGELES

ELIGIBILITY, AUTOMATED DETERMINATION, EVALUATION AND

REPORTING SYSTEM ("LEADER SYSTEM")

(COUNTY OF LOS ANGELES AGREEMENT NUMBER 68587)

November 2014

AMENDMENT NUMBER SIXTEEN TO
COUNTY OF LOS ANGELES AGREEMENT NUMBER 68587

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AMENDMENT NUMBER SIXTEEN TO
COUNTY OF LOS ANGELES AGREEMENT NUMBER 68587

This Amendment Number Sixteen is entered into by and between the County of Los Angeles (hereafter "COUNTY") and Unisys Corporation (hereafter "CONTRACTOR"), and amends that certain COUNTY Agreement Number 68587, dated September 12, 1995, including Amendment Number One, dated June 17, 1997, Amendment Number Two, dated July 1, 1997, Amendment Number Three, dated March 22, 1999, Amendment Number Four, dated October 10, 2000, Amendment Number Five, dated August 6, 2002, Amendment Number Six, dated May 20, 2003, Amendment Number Seven, dated November 18, 2003, Amendment Number Eight, dated January 27, 2004, Amendment Number Nine, dated November 16, 2004, Amendment Number Ten, dated March 15, 2005, Amendment Number Eleven, dated April 11, 2006, Amendment Number Twelve, dated January 30, 2007, Amendment Number Thirteen, dated November 17, 2009, Amendment Number Fourteen, dated January 8, 2013, Amendment Number Fifteen, dated June 18, 2013, Modification Notice Number One, dated February 13, 1996, Modification Notice Number Two, dated February 10, 1998, Modification Notice Number Three, dated April 8, 1999, Modification Notice Number Four, dated September 4, 2001, Modification Notice Number Five, dated April 30, 2002, Modification Notice Number Six, dated December 3, 2002, Modification Notice Number Seven, dated March 29, 2004, and Modification Notice Number Eight, dated January 27, 2012 (hereafter collectively "Agreement").

WHEREAS, in accordance with the terms and conditions of the Agreement, CONTRACTOR has been managing, operating, and performing maintenance, modifications, and enhancements for the Los Angeles Eligibility, Automated Determination, Evaluation and Reporting System (hereafter "LEADER System");

WHEREAS, this Amendment Number Sixteen amends the Agreement to extend the Second Extended Option Term and correspondingly increase the Total Maximum Contract Sums, for the Second Extended Option Term; and

WHEREAS, the parties desire to amend the Agreement.

NOW, THEREFORE, pursuant to Subparagraph 49.6 of Paragraph 49.0 (Modification Notices and Amendments) of the Agreement, COUNTY and CONTRACTOR agree to amend the Agreement as follows:

1. Subparagraph 5.5 (Second Extended Option Term) of Paragraph 5.0 (TERM) of the Base Agreement is amended to read:

"5.5 Second Extended Option Term

- 5.5.1 This Agreement is in the "Second Extended Option Term", which commenced upon the expiration of the Second Extended Term on May 1, 2011 and ends April 30, 2015. With prior approval of COUNTY's Board of Supervisors, COUNTY's DPSS Director

may further extend this Agreement for two (2) additional one (1) year periods, commencing on May 1, 2015. Should the DPSS Director exercise this extension, these two (2) additional one (1) year periods shall extend out and become part of the Second Extended Option Term.

5.5.2 Each extension shall be accomplished by the provision of at least thirty (30) Days prior written notice by COUNTY to CONTRACTOR, prior to the end of the Second Extended Term or any Second Extended Option Term.”

2. Subparagraph 6.8.2.2 of Subparagraph 6.8.2 (Total Maximum Contract Sums during the Second Extended Term and any Second Extended Option Term) of Subparagraph 6.8 (Fixed Price Contract Sums and Charges During the Second Extended Term and any Second Extended Option Term) of Paragraph 6.0 (CONTRACT SUM) of the Base Agreement is amended to read:

“6.8.2.2 The Total Maximum Contract Sum (as determined by aggregating the Maximum Contract Sums specified in Subparagraphs 6.8.3.2, 6.8.5.2, and 6.8.11) for this Agreement during the Second Extended Option Term shall not exceed One Hundred Seventy – Nine Million Eight Hundred Seventy-Five Thousand Nine Hundred and Six Dollars and No Cents (\$179,875,906.00).”

3. Subparagraphs 6.8.5.1, 6.8.5.2 and 6.8.5.3 of Subparagraph 6.8.5 (Application Software Modifications and/or Enhancements during the Second Extended Term and any Second Extended Option Term) of Subparagraph 6.8 (Fixed Price Contract Sums and Charges during the Second Extended Term and any Second Extended Option Term) of Paragraph 6.0 (Contract Sum) of the Base Agreement are amended to read:

“6.8.5.1 The Maximum Contract Sum for Application Software Modifications and/or Enhancements (CONTRACTOR’s total designated consideration for furnishing all goods and services required for the Application Software Modifications and/or Enhancements of LEADER Application Software as required hereunder) for this Agreement during the Second Extended Term shall not exceed Sixty-Six Million One Hundred Fifty-Four Thousand Ninety-Five Dollars and No Cents (\$66,154,095.00). Once the Maximum Contract Sum for Application Software Modifications and/or Enhancements has been expended, CONTRACTOR shall have no obligation to perform any further Application Software Modifications and/or Enhancements unless additional funds for such work have been authorized by COUNTY.

6.8.5.2 Should COUNTY determine to extend this Agreement pursuant to Subparagraph 5.5 (Second Extended Option Term), the Maximum Contract Sum for Application Software Modifications and/or

Enhancements (as defined in Subparagraph 6.8.5.1) for this Agreement during the Second Extended Option Term shall not exceed Sixty-Six Million One Hundred Fifty-Four Thousand Ninety-Five Dollars and No Cents (\$66,154,095.00). The maximum sum for Application Software Modifications and/or Enhancements (as defined in Subparagraph 6.8.5.1) for this Agreement during the Second Extended Option Term to develop a LEADER System interface with CMIPS II shall not exceed One Million Nine Hundred Ninety-Nine Thousand Ninety-Five Dollars and No Cents (\$1,999,095.00). CMIPS II functionality will be incorporated into the LEADER System by Contractor in accordance with the specifications defined in Amendment Number Thirteen to this Agreement. The maximum sum for Application Software Modifications and/or Enhancements (as defined in Subparagraph 6.8.5.1) for this Agreement during the Second Extended Option Term to incorporate SAR functionality into the LEADER System shall not exceed Three Million Six Hundred Seventy-Five Thousand and No Cents (\$3,675,000.00). SAR functionality will be included into the LEADER System by Contractor in accordance with the most recent requirements set forth in Exhibit P (All County Letter No. 12-25, dated May 17, 2012; Attachment A: Semi-Annual Reporting (SAR) Implementation Instructions). The maximum sum for Application Software Modifications and/or Enhancements (as defined in Subparagraph 6.8.5.1) for this Agreement during the Second Extended Option Term to incorporate CalHEERS functionality into the LEADER System shall not exceed Twelve Million Two Hundred and One Thousand Eight Hundred Eleven Dollars and No Cents (\$12,201,811.00). CalHEERS functionality will be included into the LEADER System by Contractor in accordance with the specifications defined in Amendment Number 15, Subparagraph 6.8.11 to this Agreement.

- 6.8.5.3 CONTRACTOR shall be reimbursed for only those Application Software Modifications and/or Enhancements which have had prior COUNTY approval and for which COUNTY has accepted completed Deliverables. CONTRACTOR's invoices submitted for these services shall include an accounting of COUNTY-approved Application Software Modifications and/or Enhancements, together with the number of person hours and the Fixed Hourly Rate for such services. The Fixed Hourly Rate is shown on Schedule X (Schedule of Payments During Second Extended Term) and/or Schedule Y (Summary Schedule of Payments During Second Extended Option Term May 1, 2011 – April 30, 2017) and/or Schedule Y-1 (Schedule of Payments During Second Extended Option Term for two (2) additional years May 1, 2015 –

April 30, 2017), as applicable, of Exhibit G (Schedule of Payments).”

4. Subparagraph 7.2 (Responsible COUNTY Office) of Paragraph 7.0 (INVOICES AND PAYMENTS) of the Base Agreement is amended to read:

“7.2 Responsible COUNTY Office

The original of all invoices under this Agreement shall be submitted to:

Hayward Gee, Project Director
Department of Public Social Services
LEADER Project
12400 Imperial Hwy, 3rd Floor
Norwalk California 90650
Telephone: (562) 484-7801
Facsimile: (562) 398-4952
Email: HaywardGee@dpss.lacounty.gov

with a copy to COUNTY’s Contract Administrator at the following address:

Peggy Heeb, ASM III
Contract Administrator
Department of Public Social Services
BCTS Administration
12820 Crossroads Parkway So., 2nd floor
City of Industry, California 91746
Telephone: (562) 908-6077
Email: PeggyHeeb@dpss.lacounty.gov

COUNTY’s Project Director will review the invoice and, if approved, will advise the DPSS Financial Management Division to process the invoice for payment.”

5. Subparagraph 11.6.1 of Paragraph 11.0 (ADMINISTRATION OF AGREEMENT) Subparagraph 11.6, (CONTRACTOR’S Project Manager) of the Base Agreement is amended to read:

“11.6.1 CONTRACTOR’s Project Manager shall be the following person, who shall be a full-time employee of CONTRACTOR:

Kalyan S. Raman
LEADER Project Manager
Unisys Corporation
14714 Carmenita Road
Norwalk, California 90650
Phone: (562) 345-3536
Email: Kalyan.Sethuraman@Unisys.com

with a
copy to:

Tom Signorello
Vice President and General Manager
North America Enterprise Services
Unisys Corporation
801 Lakeview Drive
Blue Bell, PA 19422
Phone: (913) 915-8615
Office Phone: (215) 274-1343
Email: Tom.signorello@Unisys.com

6. Subparagraph 15.1 System Data Security of Paragraph 15.0 (DATA SECURITY AND PROTECTION OF THE LEADER SYSTEM) of the Base Agreement is amended to read:

15.1 System Data Security

CONTRACTOR hereby acknowledges the right of privacy of all persons concerning whom System Data are filed in the LEADER System. CONTRACTOR shall protect, secure and keep confidential all System Data received or produced under this Agreement, in compliance with the provisions of California Welfare and Institutions Code Section 10850 and subject to Subparagraph 12.2.5. CONTRACTOR shall ensure that System Data, including any Personal Identifiable Information (PII), is contained and secured exclusively within, and shall not migrate or otherwise be copied or leave from, the Core Sites, Core Network, Local Office Sites, and Local Office Network. CONTRACTOR shall also ensure that none of CONTRACTOR's staff (including, without limitation, all staff of subcontractors of CONTRACTOR and all subcontractors of subcontractors (regardless of tier)) who are located outside of the forty-eight (48) contiguous states, shall have any access to System Data. Further, CONTRACTOR shall take all reasonable security procedures necessary or advisable to protect all System Data in its possession, custody or control from loss or damage by any cause, including, without limitation, fire, theft or other catastrophe. CONTRACTOR shall not use the System Data for any purpose or reason other than to fulfill its obligations under this Agreement.

7. Subparagraph 19.18 of Paragraph 19.0 (SUBCONTRACTING) of the Base Agreement is amended to read:

“19.18 Notwithstanding any other provision of this paragraph 19.0, the provisions of Subparagraphs 19.1, 19.2, 19.8, 19.9(B), 19.11, and 19.12 shall not apply to any subcontractor which performs part, but not all, of Facilities Management/Operations, as set forth in section A5.0 of Exhibit A (Statement of Work), or Application Software Modifications and/or Enhancements, as set forth in Section A6.0 of Exhibit A (Statement of Work), for CONTRACTOR, and the subcontract is not for the filling of a position designated as a “key personnel” as described in Section 3.2.6.2.3 (Project Staff Qualifications) of Exhibit J (COUNTY’s Request for Proposals). Examples of such subcontractors which are exempt from the provisions of Subparagraph 19.1, 19.2, 19.8, 19.9(B), and 19.11 and 19.12 include:

- A. Software programmers;
- B. Trainers
- C. Hardware and software testers; and
- D. Clerical personnel.

One-hundred percent (100%) of CONTRACTOR’s staff (including, without limitation, all staff of subcontractors of CONTRACTOR and all subcontractors of subcontractors (regardless of tier)) providing Application Software Modifications and/or Enhancements shall be located at the LEADER Project Management Office, provided that COUNTY’s Project Director, in his/her sole discretion, may approve, in writing, the location of specific staff at a location other than the LEADER Project Management Office. CONTRACTOR shall provide training to all such staff at no cost to COUNTY.

One-hundred percent (100%) of CONTRACTOR’s staff (including, without limitation, all staff of subcontractor of CONTRACTOR and all subcontractors of subcontractors (regardless of tier)) providing Facilities Management/Operations shall be located at the LEADER Project Management Office, Central Site, or CONTRACTOR’s backup site, provided that COUNTY’s Project Director, in his/her sole discretion, may approve, in writing, the location of specific staff at a location other than the LEADER Project Management Office, Central Site, or CONTRACTOR’s backup site.

Should COUNTY’s Project Director approve any of CONTRACTOR’s staff being located outside of the forty-eight (48) contiguous states, such approved staff shall not have any access to the System Data, and CONTRACTOR shall ensure that no access is provided to the System Data.

8. Paragraph 47.0 (NOTICES AND COMMUNICATIONS) of the Base Agreement is amended to read:

“47.0 NOTICES AND COMMUNICATIONS

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be: (i) hand-delivered with signed receipt; or (ii) mailed by first-class registered or certified mail, postage prepaid; or (iii) sent by facsimile (receipt of which is verbally confirmed by the recipient); or (iv) by email (receipt of which is electronically confirmed by the recipient). If such notice, demand or other communication be given by personal delivery, or facsimile service, or by email, it shall be conclusively deemed made at the time of such personal service, facsimile transmission, or email transmission. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given upon receipt. Notices shall be given as hereinafter set forth:

If to COUNTY:

Michael J. Sylvester II, Project Executive
Department of Public Social Services
Bureau of Contract and Technical Services
12860 Crossroads Parkway South
City of Industry, CA 91746
Telephone: (562) 908-8327
Facsimile: (562) 692-4521
Email: MichaelSylvester@dpss.lacounty.gov

with a

copy to:

Hayward Gee, Project Director
Department of Public Social Services
Bureau of Contract and Technical Service
LEADER Project
12400 Imperial Hwy, 3rd Floor
Norwalk California 90650
Telephone: (562) 484-7801
Facsimile: (562) 398-4952
Email: HaywardGee@dpss.lacounty.gov

with a

copy to:

Peggy Heeb, ASM III
County Contract Administrator
Department of Public Social Services
Bureau of Contract and Technical Services
City of Industry, California 91746
Telephone: (562) 908-6077
Facsimile: (562) 692-2252
Email: PeggyHeeb@dpss.lacounty.gov

with a
copy to:

Richard D. Weiss, Acting County Counsel
Office of the County Counsel
County of Los Angeles
648 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012
Telephone: (213) 974-1801
Facsimile: (213) 626-7446

If to CONTRACTOR:

Kalyan S. Raman
LEADER Project Manager
Unisys Corporation
14714 Carmenita Road
Norwalk, California 90650
Telephone: (562) 345-3536
Email: Kalyan.Sethuraman@Unisys.com

With a
copy to:

Tom Signorello
Vice President and General Manager
North America Enterprise Services
Unisys Corporation
801 Lakeview Drive
Blue Bell, PA 19422
Phone: (913) 915-8615
Office Phone: (215) 274-1343
Email: Tom.signarello@Unisys.com

and if a notice or demand is to be sent pursuant to Paragraphs 22.0 (INDEMNIFICATION REQUIREMENTS), 32.0 (TERMINATION FOR GRATUITIES), 33.0 (TERMINATION FOR INSOLVENCY), 34.0 (TERMINATION FOR DEFAULT), OR 35.0 (TERMINATION FOR CONVENIENCE), then a copy to:

Unisys Corporation
Law Department
801 Lakeview Dr., Suite 100
Blue Bell, Pennsylvania 19422
Corporate Telephone: (215) 986-4011
Law Department Telephone (215) 986-4960

Addressees may be changed upon ten (10) Days prior written notice to the other party.

During the term of this Agreement, CONTRACTOR's legal counsel shall only communicate with County Counsel or his/her designee, and shall not, without County Counsel's prior consent, communicate with any member of COUNTY's LEADER Project team."

9. Paragraph 66.0 (DATA DESTRUCTION) is added to the Base Agreement to read:

"66.0 DATA DESTRUCTION

Contractor(s) and vendor(s) that have maintained, processed, or stored COUNTY data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. Available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the county, or external to the county's boundaries. The COUNTY must receive within ten (10) business days, a signed document from CONTRACTOR that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

CONTRACTOR shall certify that any COUNTY data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. CONTRACTOR shall provide COUNTY with written certification, within ten (10) business days of removal of any electronic storage equipment and devices, that validates that any and all COUNTY data was destroyed and is unusable, unreadable, and/or undecipherable."

10. Paragraph 67.0 (DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM) is added to the Base Agreement to read:

"67.0 DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

This Agreement is subject to the provisions of COUNTY's ordinance regarding Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a disabled veteran business enterprise.

CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a disabled veteran business enterprise.

If CONTRACTOR has obtained certification as a Disabled Veteran Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to COUNTY any difference between the contract amount and what COUNTY's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10%) percent of the amount of the contract involved; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and COUNTY's Internal Services Department (ISD) of this information prior to responding to a solicitation or accepting a contract award."

11. Paragraph 68.0 (TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM) is added to the Base Agreement to read:

“68.0 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM)

This Agreement is subject to the provisions of COUNTY’s ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

If CONTRACTOR has obtained COUNTY certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Agreement to which it would not otherwise have been entitled, shall:

1. Pay to COUNTY any difference between the Agreement amount and what COUNTY’s costs would have been if the Agreement had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Agreement; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.”

12. Schedule Y (Summary Schedule of Payments During Any Second Extended Option Term May 1, 2011 – April 30, 2017) of Exhibit G (Schedule of Payments) is deleted in its entirety and revised Schedule Y and Schedule Y-1 (Schedule of Payments During Second Extended Option Term additional two (2) year period (May 1, 2015 – April 30, 2017) attached hereto and incorporated herein by reference, is substituted in lieu thereof. The COUNTY may approve monthly M&E hours beyond Schedule Y-1 at the fixed hourly rate specified in Schedule Y, provided that the total M&E cost for the two (2) year contract extension period does not exceed the Maximum Contract Sum under Subparagraph 6.8.5 (Application Software Modifications and/or Enhancements during the Second Extended Term and any Second Extended Option Term).
13. CONTRACTOR and COUNTY agree that the “Whereas” clauses in this Amendment Number Sixteen are hereby incorporated into this Amendment Number Sixteen as though fully set forth herein.
14. CONTRACTOR represents and warrants that the person executing this Amendment Number Sixteen for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every term, condition and obligation of this Amendment Number Sixteen and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.
15. Other Provisions of Agreement.

Except as provided in this Amendment, all other terms and conditions of Agreement shall remain in full force and effect.

AMENDMENT NUMBER SIXTEEN TO
COUNTY OF LOS ANGELES AGREEMENT NUMBER 68587

IN WITNESS WHEREOF, the County of Los Angeles Board of Supervisors has caused this Amendment Number Sixteen to COUNTY Agreement Number 68587 to be subscribed by its Chair, and the seal of such Board to be affixed and attested by the Executive Officer and Clerk thereof, and CONTRACTOR has caused this Amendment Number Sixteen to be subscribed on its behalf by its duly authorized officer, this 12th day of November, 2014.



ATTEST:

SACHI A. HAMAI, Executive Officer
Clerk of the Board of Supervisors of the
County of Los Angeles

By: [Signature]
Deputy

COUNTY OF LOS ANGELES

By: [Signature]

Chairman, Board of Supervisors

I hereby certify that pursuant to
Section 25103 of the Government Code
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: [Signature]
Deputy

UNISYS CORPORATION

By: [Signature]

Name: THOMAS S. SIGNORELLO

Title: NORTH AMERICA VP & GM

APPROVED AS TO FORM:

Richard D. Weiss
Acting County Counsel

By: [Signature]
Truc Moore
Senior Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS

17 NOV 12 2014

[Signature]
SACHI A. HAMAI
EXECUTIVE OFFICER

Schedule Y - Summary Schedule of Payments During Second Extended Option Term
(May 1, 2011 - April 30, 2017)

ITEM #	PRICE ITEM	FIXED HOURLY RATE PRICE	FIXED MONTHLY RATE PRICE	FIXED ONE-TIME PRICE	MAXIMUM ANNUAL PRICE	MAXIMUM TOTAL PRICE
1	Facilities Management/Operations and Telecommunications Fixed Monthly Rate Price and Total		\$1,410,000.00		\$16,920,000.00	\$101,520,000.00
2a	Application Software Modifications and/or Enhancements Fixed Hourly Rate Price and Total - Period from May 1, 2011 to April 30, 2015	\$105.00				\$40,320,000.00
2b	Application Software Modifications and/or Enhancements Fixed Hourly Rate Price and Total - Period from May 1, 2015 to April 30, 2017 (See Exhibit Y-1 of Exhibit G)	\$105.00				\$20,160,000.00
2c	Application Software Modifications and/or Enhancements to develop a LEADER System Interface with CMIPS II Fixed Hourly Rate Price and Total	\$105.00				\$1,999,095.00
2d	Application Software Modifications and/or Enhancements to incorporate SAR Fixed Hourly Rate Price and Total	\$105.00				\$3,675,000.00
	Total M&E					\$66,154,095.00
3	Fixed Hourly Rate Price for Local Office Hardware Moves*	\$145.00				
4	Fixed One-Time Price for Installation of Each Additional Local Office Hardware Workstation or Laptop in the LEADER System (Includes installation of all related (a) Local Office Software supplied by COUNTY and CONTRACTOR, (b) LEADER Application Software, (c) Application Software Modifications and/or Enhancements, and (d) cables, wiring and connectors, for such equipment)			\$145.00		
5	Fixed Hourly Rate Price for Installation of Each Additional Local Office Hardware Server, Printer, Switch, Router or Hub in the LEADER System* (includes Installation of all related (a) Local Office Software supplied by COUNTY and CONTRACTOR, (b) LEADER Application Software, (c) Application Software Modifications and/or Enhancements, and (d) cables, wiring and connectors, for such equipment)	\$145.00				
6	CalHEERS Modifications (see Schedule Z of Exhibit G)					\$12,201,811.00

*Fixed Hourly Rate Price shall commence upon CONTRACTOR's arrival at the Local Office Site; and said Fixed Hourly Rate Price shall cease immediately upon CONTRACTOR's completion of the requested service(s). No travel (mileage) charges shall apply.

Schedule Y-1 Schedule of Payments During Second Extended Option Term*
For Two (2) Additional Year Period (May 1, 2015 - April 30, 2017)

Contract Month	Calendar Month	Monthly M&E Hours	M&E Hours for the Period	M&E Costs at \$105/hour for the Period
1-8	May 2015 - Dec 2015	8,000	64,000	\$6,720,000
9-15	Jan 2016 - July 2016	8,000	56,000	\$5,880,000
16-18	Aug 2016 - Oct 2016	6,000	18,000	\$1,890,000
19 - 21	Nov 2016 - Jan 2017	4,000	12,000	\$1,260,000
22 - 24	Feb 2017 - April 2017	2,000	6,000	\$630,000
Total			156,000	\$16,380,000

*At County's sole discretion, unspent hours in any given Contract Month period may roll over to the next Month.

**Schedule Z - Schedule of Payments for CalHEERS Modifications
During Second Extended Option Term**

SOW Ref#	DELIVERABLE	MAXIMUM PRICE	WITHHOLD AMOUNT	PAYMENT DUE
A4.16.1.1	CalHEERS Modifications Project Control Document	\$212,539.00	\$31,880.85	\$180,658.15
A4.16.2.1	Interface Requirements Specifications Document	\$458,686.00	\$68,802.90	\$389,883.10
A4.16.2.2	Application Requirements Specifications Document	\$458,686.00	\$68,802.90	\$389,883.10
A4.16.2.3	Functional / System Use Cases Document	\$393,160.00	\$58,974.00	\$334,186.00
A4.16.3.1	Updated Hardware and Software Requirements Document	\$225,757.00	\$33,863.55	\$191,893.45
A4.16.4.1	Interface Design Specifications Document for CalHEERS Modifications	\$648,397.00	\$97,259.55	\$551,137.45
A4.16.4.2	Application Design Specifications Document for CalHEERS Modifications	\$648,397.00	\$97,259.55	\$551,137.45
A4.16.5.1	Interface Code and Unit Test Development Artifacts	\$974,759.00	\$146,213.85	\$828,545.15
A4.16.5.2	Application Code and Unit Test Development Artifacts	\$974,759.00	\$146,213.85	\$828,545.15
A4.16.6.1	Certify Development, Test and Disaster Recovery Site CalHEERS Mod. Enhanced Environment	\$1,322,242.00	\$198,336.30	\$1,123,905.70
A4.16.6.2	Performance Modeling Report	\$395,247.00	\$59,287.05	\$335,959.95
A4.16.6.3	Certify Production Site CalHEERS Modifications Enhanced Environment	\$1,817,488.00	\$272,623.20	\$1,544,864.80
A4.16.7.1	System and Regression Test Report	\$1,185,348.00	\$177,802.20	\$1,007,545.80
A4.16.8.1	Integration Test Report	\$238,399.00	\$35,759.85	\$202,639.15
A4.16.9.1	User Acceptance Test Report	\$224,413.00	\$33,661.95	\$190,751.05
A4.16.10.1	Updated LEADER System Software Documentation and LEADER System Software	\$296,679.00	\$44,501.85	\$252,177.15
A4.16.11.1	Implementation Plan	\$201,031.00	\$30,154.65	\$170,876.35
A4.16.11.2	Implementation Completion Report	\$1,525,824.00	\$228,873.60	\$1,296,950.40
Totals:		\$12,201,811.00	\$1,830,271.65	\$10,371,539.35